

decrease by 31 acres, from 1,784 acres to 1,753 acres. The BLM's approval of the proposed plan of operations modification would extend the mining and processing until 2034.

The purpose of the public scoping process is to determine relevant issues that will influence the scope of the environmental analysis, including alternatives, and guide the process for developing the EIS. At present, the BLM has identified the following preliminary issues: (a) Potential to create acid rock or heavy metals drainage from mining activities, and ensuring that there is no degradation of waters of the state or unnecessary or undue degradation of public lands; (b) Potential for an acidic pit lake to form after mining activities cease; (c) Potential impacts to Golden Eagle habitat and wildlife habitat; and (d) Potential impacts to cultural sites. The BLM will analyze a combination of proposed environmental measures and possible mitigation to reduce or eliminate any impacts associated with the proposed action.

The BLM will use NEPA public participation requirements to assist the agency in satisfying the public involvement requirements under section 106 of the National Historic Preservation Act (NHPA) (16 U.S.C. 470(f)) pursuant to 36 CFR 800.2(d)(3). The information about historic and cultural resources within the area potentially affected by the proposed plan of operations modification will assist the BLM in identifying and evaluating impacts of approving the mine expansion to such resources in the

context of both NEPA and section 106 of the NHPA.

The BLM will consult with Native American tribes on a government-to-government basis in accordance with Executive Order 13175 and other policies. Tribal concerns, including impacts on Indian trust assets and potential impacts to cultural resources, will be given due consideration. Federal, State, and local agencies, along with tribes and other stakeholders that may be interested in or affected by the proposed plan of operations modification that the BLM is evaluating, are invited to participate in the scoping process and, if eligible, may request or be requested by the BLM to participate in the development of the environmental analysis as a cooperating agency.

Before including your address, phone number, email address, or other personal identifying information in your comment, you should be aware that your entire comment—including your personal identifying information—may be made publicly available at any time. While you can ask us in your comment to withhold your personal identifying information from public review, we cannot guarantee that we will be able to do so.

**Authority:** 40 CFR 1501.7.

**William Mack, Jr.,**  
Black Rock Field Manager.

[FR Doc. 2014–30517 Filed 12–29–14; 8:45 am]

**BILLING CODE 4310–HC–P**

## DEPARTMENT OF THE INTERIOR

### National Park Service

[NPS–WASO–CONC–16844; PPWOBSADC0, PPMVSCS1Y.Y00000]

### Notice of Extension of Concession Contracts

**AGENCY:** National Park Service, Interior.

**ACTION:** Public Notice.

**SUMMARY:** The National Park Service hereby gives public notice that it proposes to extend the following expiring concession contracts for a period of up to one (1) year, or until the effective date of a new contract, whichever occurs sooner.

**DATES:** Effective January 1, 2015.

**FOR FURTHER INFORMATION CONTACT:** Jo A. Pendry, Acting Chief, Commercial Services Program, National Park Service, 1201 Eye Street NW., 11th Floor, Washington, DC 20005, Telephone: 202–513–7156.

**SUPPLEMENTARY INFORMATION:** All of the listed concession authorizations will expire by their terms on or before December 31, 2014. Pursuant to 36 CFR 51.23, the National Park Service has determined the proposed short-term extensions are necessary to avoid interruption of visitor services and has taken all reasonable and appropriate steps to consider alternatives to avoid such interruption. The publication of this notice merely reflects the intent of the National Park Service but does not bind the National Park Service to extend any of the contracts listed below.

CONCID	Concessioner	Park unit
ACAD010–04 .....	National Park Tours and Transport, Inc .....	Acadia National Park.
ACAD011–04 .....	Oli's Trolley .....	Acadia National Park.
FIIS007–05 .....	Fire Island Concessions, LLC .....	Fire Island National Seashore.
GATE017–03 .....	JEN Marine Development, LLC .....	Gateway National Recreation Area.
GATE020–04 .....	Global Golf Services, Inc .....	Gateway National Recreation Area.
NERO001–05 .....	Eastern National .....	Northeast Region, National Park Service.
SAHI001–05 .....	The Theodore Roosevelt Association .....	Sagamore Hill National Historic Site.
BISO005–10 .....	The View .....	Big South Fork National River & Recreation Area.
BLRI003–04 .....	Parkway Inn, Inc .....	Blue Ridge Parkway.
CUIS001–04 .....	Lang Seafood Company, Inc .....	Cumberland Island National Seashore.
GRSM007–08 .....	Elizabeth Burns Cook .....	Great Smoky Mountains National Park.
HOSP001–04 .....	Hot Springs Advertising and Promotion Commission .....	Hot Springs National Park.
ISRO006–04 .....	Royale Air Service, Inc .....	Isle Royale National Park.
MORU001–05 .....	Xanterra Parks & Resorts, Inc .....	Mount Rushmore National Memorial.
OZAR002–05 .....	George Eugene and Eleanor Maggard .....	Ozark National Scenic Riverways.
OZAR005–05 .....	George Eugene and Eleanor Maggard .....	Ozark National Scenic Riverways.
OZAR007–05 .....	Joe and Darlene Devall .....	Ozark National Scenic Riverways.
OZAR008–05 .....	George Eugene and Eleanor Maggard .....	Ozark National Scenic Riverways.
OZAR010–05 .....	River Run Canoe & Tube Rental .....	Ozark National Scenic Riverways.
OZAR013–05 .....	Yellow Paddle Adventures, LLC .....	Ozark National Scenic Riverways.
OZAR014–05 .....	C & R Boating Company, Inc .....	Ozark National Scenic Riverways.
OZAR020–05 .....	Darrel Blackwell .....	Ozark National Scenic Riverways.
OZAR023–05 .....	The Landing Canoe Rental .....	Ozark National Scenic Riverways.
OZAR024–05 .....	Tom and Della Bedell .....	Ozark National Scenic Riverways.
OZAR025–05 .....	The Landing and Rosecliff Lodge .....	Ozark National Scenic Riverways.
OZAR028–05 .....	Jack and Lois Peters .....	Ozark National Scenic Riverways.
OZAR036–05 .....	George Eugene and Eleanor Maggard .....	Ozark National Scenic Riverways.

CONCID	Concessioner	Park unit
OZAR049-05	The Landing and Rosecliff Lodge	Ozark National Scenic Riverways.
OZAR050-05	John Kladiva	Ozark National Scenic Riverways.
CANY001-05	Adventure Bound, Inc	Canyonlands National Park.
CANY002-05	Sheri Griffith Holding, LLC	Canyonlands National Park.
CANY003-05	NavTec Expeditions, Inc	Canyonlands National Park.
CANY004-05	Outward Bound Wilderness	Canyonlands National Park.
CANY005-05	Colorado River & Trail Expeditions, Inc	Canyonlands National Park.
CANY006-05	O.A.R.S. Canyonlands, Inc	Canyonlands National Park.
CANY007-05	Holiday River Expeditions, Inc	Canyonlands National Park.
CANY009-05	Moki Mac River Expeditions, Inc.	Canyonlands National Park.
CANY010-05	O.A.R.S. Canyonlands, Inc	Canyonlands National Park.
CANY011-05	Western River Expeditions, Inc	Canyonlands National Park.
CANY012-05	Niskanen & Jones, Inc	Canyonlands National Park.
CANY014-05	Niskanen & Jones, Inc	Canyonlands National Park.
CANY015-05	ARAMARK Sports and Entertainment, LLC	Canyonlands National Park.
CANY016-05	Tour West, Inc	Canyonlands National Park.
CANY017-05	Western River Expeditions, Inc	Canyonlands National Park.
CANY018-05	American Wilderness Expeditions, Inc	Canyonlands National Park.
CANY019-05	Niskanen & Jones, Inc	Canyonlands National Park.
CANY020-05	Raft Moab, Inc	Canyonlands National Park.
CANY022-04	OARS Canyonlands, Inc	Canyonlands National Park.
CANY024-04	Niskanen & Jones, Inc	Canyonlands National Park.
CANY025-04	NAVTEC Expeditions, Inc	Canyonlands National Park.
DINO001-04	Adventure Bound, Inc	Dinosaur National Monument.
DINO002-04	American River Touring Association, Inc	Dinosaur National Monument.
DINO003-04	Outward Bound West	Dinosaur National Monument.
DINO005-04	Holiday River Expeditions, Inc	Dinosaur National Monument.
DINO006-04	Don Hatch River Expeditions, Inc.	Dinosaur National Monument.
DINO008-04	Tyler Callantine	Dinosaur National Monument.
DINO009-04	OARS Canyonlands, Inc	Dinosaur National Monument.
DINO010-05	Wilkins Firewood and Beverage	Dinosaur National Monument.
DINO011-04	National Outdoor Leadership School	Dinosaur National Monument.
DINO012-04	Sheri Griffith Expeditions, Inc	Dinosaur National Monument.
DINO014-04	Eagle Outdoor Sports, Inc	Dinosaur National Monument.
DINO016-04	AA, LLC	Dinosaur National Monument.
GLCA021-05	Strata Medical, LLC	Glen Canyon National Recreation Area.
GRTE034-05	Wilderness Ventures	Grand Teton National Park.
GRTE038-05	Teton Valley Ranch Camp Education Foundation, Inc	Grand Teton National Park.
GRTE046-04	Gros Ventre River Ranch	Grand Teton National Park.
ROMO003-04	Andrews, Bicknell, and Crothers, LLC	Rocky Mountain National Park.
YELL102-04	Adventures Outfitting	Yellowstone National Park.
YELL103-04	Triangle X Ranch	Yellowstone National Park.
YELL105-04	Bear Paw Outfitters	Yellowstone National Park.
YELL106-04	Jackson Hole Llamas	Yellowstone National Park.
YELL107-04	Wyoming Backcountry Adventures, Inc	Yellowstone National Park.
YELL108-04	Sunrise Pack Station, LLC	Yellowstone National Park.
YELL110-04	Mountain Sky Guest Ranch, LLC	Yellowstone National Park.
YELL113-04	7D Ranch, LLC	Yellowstone National Park.
YELL115-04	Gary Fales Outfitting, Inc	Yellowstone National Park.
YELL117-04	Scott Sallee	Yellowstone National Park.
YELL118-04	Yellowstone Mountain Guides, Inc.	Yellowstone National Park.
YELL120-04	Slough Creek Outfitters, Inc	Yellowstone National Park.
YELL121-04	Yellowstone Llamas	Yellowstone National Park.
YELL122-04	Sheep Mesa Outfitters	Yellowstone National Park.
YELL123-04	Castle Creek Outfitters and Guide Service	Yellowstone National Park.
YELL124-04	Jake's Horses, Inc	Yellowstone National Park.
YELL125-04	Big Bear Outfitters	Yellowstone National Park.
YELL126-04	Yellowstone Wilderness Outfitters	Yellowstone National Park.
YELL127-04	Medicine Lake Outfitters	Yellowstone National Park.
YELL130-04	Skyline Guest Ranch & Guide Service, Inc	Yellowstone National Park.
YELL131-04	Hell's A-Roar'n' Outfitters, Inc	Yellowstone National Park.
YELL132-04	Nine Quarter Circle Ranch, Inc	Yellowstone National Park.
YELL137-04	Wilderness Pack Trips, Inc	Yellowstone National Park.
YELL138-04	Yellowstone Roughriders, LLC	Yellowstone National Park.
YELL139-04	Hoof Beat Recreational Services	Yellowstone National Park.
YELL140-04	Black Otter, Inc	Yellowstone National Park.
YELL141-04	Lost Fork Ranch	Yellowstone National Park.
YELL144-04	Lone Mountain Ranch, Inc	Yellowstone National Park.
YELL145-04	Dollar, Inc	Yellowstone National Park.
YELL146-04	K Bar Z Guest Ranch and Outfitters, LLC	Yellowstone National Park.
YELL147-04	Yellowstone Outfitters	Yellowstone National Park.
YELL148-04	Kevin V. & Deborah A. Little	Yellowstone National Park.
YELL156-04	Two Ocean Pass Outfitting	Yellowstone National Park.
YELL157-04	Beartooth Plateau Outfitters, Inc.	Yellowstone National Park.

CONCID	Concessioner	Park unit
YELL158-04 .....	Wilderness Trails, Inc .....	Yellowstone National Park.
YELL159-04 .....	Colby Gines' Wilderness Adventures, LLC .....	Yellowstone National Park.
YELL162-04 .....	Grizzly Ranch .....	Yellowstone National Park.
YELL164-04 .....	TNT Ranch, LLC .....	Yellowstone National Park.
YELL165-04 .....	Gunsel Horse Adventures .....	Yellowstone National Park.
YELL166-04 .....	ER Ranch Corporation .....	Yellowstone National Park.
YELL168-04 .....	Llama Trips in Yellowstone .....	Yellowstone National Park.
YELL170-04 .....	Rockin' HK Outfitters, Inc .....	Yellowstone National Park.
ZION001-03 .....	Bryce-Zion Trail Rides, Inc .....	Zion National Park.
YOSE003-08 .....	Kirstie Dunbar-Kari .....	Yosemite National Park.

**SUPPLEMENTARY INFORMATION:** Under the provisions of the concession contract listed below and pending the completion of the public solicitation for a prospectus for a new concession

contract, the National Park Service authorizes extension of visitors services until December 31, 2015, under the terms of the current contract as amended. The extension of operations

does not affect any rights with respect to selection for award of a new concession contract.

CONCID	Concessioner	Park unit
VIIS008-05 .....	CBI Acquisitions, LLC .....	Virgin Islands National Park.
COLO007-05 .....	The Association for the Preservation of Virginia Antiquities	Colonial National Historical Park.

The National Park Service provided notice of its intention to extend the two concession contracts listed below to

December 31, 2015, under a **Federal Register** Notice published on August 5, 2014. The National Park Service is

correcting the park unit for the following:

CONCID	Concessioner	Park unit
LACL002-05 .....	Alaska's River Wild Lodge, LLC .....	Lake Clark National Park & Preserve.
LACL901-05 .....	Arno Krumm .....	Lake Clark National Park & Preserve.

Dated: December 18, 2014.

**Lena McDowall,**

*Associate Director, Business Services.*

[FR Doc. 2014-30482 Filed 12-29-14; 8:45 am]

**BILLING CODE 4312-53-P**

## DEPARTMENT OF THE INTERIOR

### National Park Service

[NPS-WASO-CONC-16845; PPWOBSADC0, PPMVSCS1Y.Y00000]

### Notice of Continuation of Concession Contracts

**AGENCY:** National Park Service, Interior.

**ACTION:** Public notice.

**SUMMARY:** Pursuant to the terms of existing concession contracts, public notice is hereby given that the National Park Service intends to request a continuation of visitor services for the periods specified below.

**DATES:** Effective January 1, 2015.

**FOR FURTHER INFORMATION CONTACT:** Jo A. Pendry, Acting Chief, Commercial Services Program, National Park Service, 1201 Eye Street NW., 11th Floor, Washington, DC 20005, Telephone: 202-513-7156.

**SUPPLEMENTARY INFORMATION:** The contracts listed below have been extended to the maximum allowable

under 36 CFR 51.23. Under the provisions of the respective concession contracts and pending the completion of the public solicitation of a prospectus for a new concession contract, the National Park Service authorizes continuation of visitor services for a period not-to-exceed 1 year under the terms and conditions of the current contract as amended. The continuation of operations does not affect any rights with respect to selection for award of a new concession contract. The publication of this notice merely reflects the intent of the National Park Service but does not bind the National Park Service to continue any of the contracts listed below.

CONCID	Concessioner	Park unit
NACC001-89 .....	Golf Course Specialists, Inc. ....	National Mall and Memorial Parks.
NACC003-86 .....	Guest Services, Inc. ....	National Mall and Memorial Parks.
INDE001-94 .....	Concepts by Staib, Ltd. ....	Independence National Historical Park.
BLRI001-83 .....	Southern Highland Handicraft Guild, Inc. ....	Blue Ridge Parkway.
CAHA001-98 .....	Koru Village Incorporated .....	Cape Hatteras National Seashore.
CAHA004-98 .....	Oregon Inlet Fishing Center, Inc. ....	Cape Hatteras National Seashore.
VIIS001-90 .....	CBI Acquisitions, LLC .....	Virgin Islands National Park.
GLCA002-88 .....	ARAMARK Sports and Entertainment Services, Inc. ....	Glen Canyon National Recreation Area.
GLCA003-69 .....	ARAMARK Sports and Entertainment Services, Inc. ....	Glen Canyon National Recreation Area.
GRCA003-97 .....	D.N.C. Parks and Resorts at Grand Canyon, Inc. ....	Grand Canyon National Park.
MEVE001-82 .....	ARAMARK Mesa Verde Company, Inc. ....	Mesa Verde National Park.
PEFO001-85 .....	Xanterra Parks & Resorts, Inc. ....	Petrified Forest National Park.
LAKE001-73 .....	Rex G. Maughan & Ruth G. Maughan .....	Lake Mead National Recreation Area.
LAKE002-82 .....	Lake Mead R.V. Village, LLC .....	Lake Mead National Recreation Area.

The plat of survey represents the dependent resurvey of a portion of the subdivisional lines and the survey of the subdivision of Section 15 of Township 135 North, Range 41 West, of the Fifth Principal Meridian, in the State of Minnesota, and was accepted June 24, 2014.

#### Choctaw Meridian, Mississippi

T. 7 N., R. 10 E.

The plat of survey represents the dependent resurvey of a portion of the subdivisional lines, the survey of the subdivision of sections 10 and 15, and the survey of lands held in trust for the Mississippi Band of Choctaw Indians; Township 7 North, Range 10 East, of the Choctaw Meridian, in the State of Mississippi, and was accepted June 24, 2014.

#### Fourth Principal Meridian, Wisconsin

T. 34 N., R. 15 E.

The plat of survey represents the dependent resurvey of a portion of the subdivisional lines and the survey of the subdivision of section 28 of Township 34 North, Range 15 East, Fourth Principal Meridian, in the State of Wisconsin, and was accepted June 24, 2014.

We will place a copy of the plats we described in the open files. They will be available to the public as a matter of information.

If BLM receives a protest against the surveys, as shown on the plat, prior to the date of the official filing, we will stay the filing pending our consideration of the protest.

We will not officially file the plats until the day after we have accepted or dismissed all protests and they have become final, including decisions on appeals.

Dated: July 30, 2014.

**John Sroufe,**

*Chief Cadastral Surveyor, Acting.*

[FR Doc. 2014-18455 Filed 8-4-14; 8:45 am]

**BILLING CODE 4310-GJ-P**

## DEPARTMENT OF THE INTERIOR

### National Park Service

**[NPS-WASO-CONC-15941; PPWOBSADC0, PPMVSCS1Y.Y00000]**

#### Notice of Extension and Continuation of Concession Contracts

**AGENCY:** National Park Service, Interior.

**ACTION:** Public notice.

**SUMMARY:** Under the provisions of current concession contracts and pending the completion of the public solicitation of a prospectus for a new concession contract, the National Park Service authorizes extension or continuation of visitor services for the contracts listed below until the dates shown under the terms and conditions of the current contract as amended. The extension of operations does not affect any rights with respect to selection for award of a new concession contract.

**DATES:** Effective July 1, 2014.

**FOR FURTHER INFORMATION CONTACT:** Jo Pendry, Acting Chief, Commercial Services Program, National Park Service, 1201 Eye Street NW., 11th Floor, Washington, DC 20005, Telephone: 202-513-7156.

**SUPPLEMENTARY INFORMATION:** Pursuant to 36 CFR 51.23, the National Park Service has determined the proposed extensions are necessary to avoid interruption of visitor services and has taken all reasonable and appropriate steps to consider alternatives to avoid such interruption.

CONCID	Concessioner	Park unit	Extend until
COLO002-04 ...	Lisburne Lane Antiques, Inc .....	Colonial National Historical Park .....	December 31, 2014.
CUIS001-04 ....	Lang Seafood Company .....	Cumberland Island National Seashore .....	December 31, 2014.
GRTE024-03 ...	Jackson Hole Mountain Resort .....	Grand Teton National Park .....	May 31, 2015.
GRTE032-03 ...	The Hole Hiking Experience, Inc .....	Grand Teton National Park .....	May 31, 2015.
OLYM008-05 ...	ARAMARK Sports and Entertainment Services, Inc .....	Olympic National Park .....	December 31, 2015.
ORCA001-03 ...	Illinois Valley Community Response Team .....	Oregon Caves National Monument .....	December 31, 2015.
DENA001-03 ...	Doyon/ARAMARK Joint Venture .....	Denali National Park & Preserve .....	December 31, 2015.
DENA005-04 ...	Rainier Mountaineering, Inc .....	Denali National Park & Preserve .....	December 31, 2015.
DENA006-04 ...	Mountain Trip International, LLC .....	Denali National Park & Preserve .....	December 31, 2015.
DENA008-04 ...	Alaska Mountaineering School, LLC .....	Denali National Park & Preserve .....	December 31, 2015.
DENA009-04 ...	Alpine Ascents International, Inc .....	Denali National Park & Preserve .....	December 31, 2015.
DENA010-04 ...	American Alpine Institute, Ltd .....	Denali National Park & Preserve .....	December 31, 2015.
DENA011-04 ...	National Outdoor Leadership School .....	Denali National Park & Preserve .....	December 31, 2015.
DENA030-05 ...	Kantishna Air Taxi, Inc .....	Denali National Park & Preserve .....	December 31, 2015.
SEKI004-98 ....	DNC Parks and Resorts at Sequoia, Inc .....	Sequoia & Kings Canyon National Parks .....	December 31, 2015.
ANIA903-05 ....	Joe Klutsch .....	Aniakchak National Monument & Preserve ....	December 31, 2015.
ANIA904-05 ....	Jay M. King .....	Aniakchak National Monument & Preserve ....	December 31, 2015.
ANIA906-05 ....	Cinder River Lodge, Inc .....	Aniakchak National Monument & Preserve ....	December 31, 2015.
GAAR001-05 ...	Richard A. Guthrie .....	Gates of the Arctic National Park & Preserve .....	December 31, 2015.
GLBA008-05 ...	Alaska Discovery, Inc .....	Glacier Bay National Park & Preserve .....	December 31, 2015.
GLBA011-05 ...	Chilkat Guides, Ltd .....	Glacier Bay National Park & Preserve .....	December 31, 2015.
GLBA012-05 ...	Colorado River & Trail Expeditions, Inc .....	Glacier Bay National Park & Preserve .....	December 31, 2015.
GLBA013-05 ...	James Henry River Journeys .....	Glacier Bay National Park & Preserve .....	December 31, 2015.
GLBA014-05 ...	Mountain Travel .....	Glacier Bay National Park & Preserve .....	December 31, 2015.
GLBA017-05 ...	Wilderness River Outfitters .....	Glacier Bay National Park & Preserve .....	December 31, 2015.
GLBA020-05 ...	Vernon W. Schumacher .....	Glacier Bay National Park & Preserve .....	December 31, 2015.
GLBA029-05 ...	Janice Lowenstein .....	Glacier Bay National Park & Preserve .....	December 31, 2015.
GLBA033-05 ...	Gary Gray .....	Glacier Bay National Park & Preserve .....	December 31, 2015.
GLBA901-05 ...	Gary Gray .....	Glacier Bay National Park & Preserve .....	December 31, 2015.
GLBA902-05 ...	Gary Gray .....	Glacier Bay National Park & Preserve .....	December 31, 2015.
KATM002-05 ...	No See Um Lodge, Inc .....	Katmai National Park & Preserve .....	December 31, 2015.
KATM003-05 ...	Alaska's Enchanted Lake Lodge, Inc .....	Katmai National Park & Preserve .....	December 31, 2015.
KATM004-05 ...	Shaska Ventures, Inc .....	Katmai National Park & Preserve .....	December 31, 2015.
KATM005-05 ...	Hartley, Inc .....	Katmai National Park & Preserve .....	December 31, 2015.
KATM006-05 ...	Chris Branham .....	Katmai National Park & Preserve .....	December 31, 2015.
KATM007-05 ...	Katmai Air, LLC .....	Katmai National Park & Preserve .....	December 31, 2015.
LACL002-05 ...	Alaska's River Wild Lodge, LLC .....	Lake Chelan National Recreation Area .....	December 31, 2015.
LACL901-05 ...	Arno Krumm .....	Lake Chelan National Recreation Area .....	December 31, 2015.

**SUPPLEMENTARY INFORMATION:** The contract listed below has been extended to the maximum allowable under 36 CFR 51.23. Under the provisions of this concession contract and pending the

completion of the public solicitation of a prospectus for a new concession contract, the National Park Service authorizes continuation of visitor services until the date shown under the

terms and conditions of the current contract as amended. The continuation of operations does not affect any rights with respect to selection for award of a new concession contract.

CONCID	Concessioner	Park unit	Continue services until
YOSE004-93 .....	DNC Parks and Resorts at Yosemite, Inc. ....	Yosemite National Park .....	February 28, 2016.

Dated: July 7, 2014.

**Lena McDowall,**

*Associate Director, Business Services.*

[FR Doc. 2014-18496 Filed 8-4-14; 8:45 am]

**BILLING CODE 4312-53-P**

## DEPARTMENT OF THE INTERIOR

### Bureau of Reclamation

[RR06230000, 14XR0680A1, RN076949980000501]

#### Notice To Extend the Public Comment Period for the Northwest Area Water Supply Project Draft Supplemental Environmental Impact Statement

**AGENCY:** Bureau of Reclamation, Interior.

**ACTION:** Notice.

**SUMMARY:** The Bureau of Reclamation is announcing a 30-day extension of the public comment period for the Northwest Area Water Supply Project Draft Supplemental Environmental Impact Statement (Draft SEIS). The originally announced comment period ends on August 11, 2014, but has been extended through September 10, 2014. The original notice of availability of the Draft SEIS and the public hearings was published in the **Federal Register** on June 27, 2014 (79 FR 36556).

**DATES:** Comments on the Draft SEIS should be postmarked by September 10, 2014.

**ADDRESSES:** Send written comments to Ms. Alicia Waters, Project Manager, Bureau of Reclamation, P.O. Box 1017, Bismarck, ND 58502; or via email to [awaters@usbr.gov](mailto:awaters@usbr.gov).

**FOR FURTHER INFORMATION CONTACT:** Ms. Alicia Waters, Project Manager, (701) 221-1206; or by email at [awaters@usbr.gov](mailto:awaters@usbr.gov).

#### SUPPLEMENTARY INFORMATION:

##### Public Disclosure Statement

Before including your address, phone number, email address, or other personal identifying information in your comment, you should be aware that your entire comment—including your personal identifying information—may

be made publicly available at any time. While you can ask us in your comment to withhold your personal identifying information from public review, we cannot guarantee that we will be able to do so.

Dated: July 30, 2014.

**John F. Soucy,**

*Deputy Regional Director, Great Plains Region.*

[FR Doc. 2014-18466 Filed 8-4-14; 8:45 am]

**BILLING CODE 4310-MN-P**

## DEPARTMENT OF THE INTERIOR

### Office of Surface Mining Reclamation and Enforcement

[S1D1S SS08011000 SX066A000 67F 134S180110; S2D2S SS08011000 SX066A00 33F 13xs501520]

#### Notice of Proposed Information Collection; Request for Comments for 1029-0047

**AGENCY:** Office of Surface Mining Reclamation and Enforcement, Interior.

**ACTION:** Notice and request for comments.

**SUMMARY:** In compliance with the Paperwork Reduction Act of 1995, the Office of Surface Mining Reclamation and Enforcement (OSMRE) is announcing its intention to request renewed approval for the collection of information for the permanent program performance standards—surface mining activities and underground mining activities.

**DATES:** Comments on the proposed information collection must be received by October 6, 2014, to be assured of consideration.

**ADDRESSES:** Comments may be mailed to John Trelease, Office of Surface Mining Reclamation and Enforcement, 1951 Constitution Ave. NW., Room 203—SIB, Washington, DC 20240. Comments may also be submitted electronically to [jtrelease@osmre.gov](mailto:jtrelease@osmre.gov).

**FOR FURTHER INFORMATION CONTACT:** To receive a copy of the information collection request contact John Trelease,

at (202) 208-2783, or by email at [jtrelease@osmre.gov](mailto:jtrelease@osmre.gov).

**SUPPLEMENTARY INFORMATION:** The Office of Management and Budget (OMB) regulations at 5 CFR part 1320, which implement provisions of the Paperwork Reduction Act of 1995 (Pub. L. 104-13), require that interested members of the public and affected agencies have an opportunity to comment on information collection and recordkeeping activities [see 5 CFR 1320.8(d)]. This notice identifies an information collection that OSMRE will be submitting to OMB for renewed approval. This collection is contained in 30 CFR parts 816 and 817—Permanent Program Performance Standards—Surface and Underground Mining Activities. OSMRE will request a 3-year term of approval for this information collection activity.

An agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. The OMB control number for parts 816 and 817 is 1029-0047. Responses are required to obtain a benefit for this collection.

OSMRE has revised burden estimates, where appropriate, to reflect current reporting levels or adjustments based on reestimates of burden or respondents and costs.

Comments are invited on: (1) The need for the collection of information for the performance of the functions of the agency; (2) the accuracy of the agency's burden estimates; (3) ways to enhance the quality, utility and clarity of the information collection; and (4) ways to minimize the information collection burden on respondents, such as use of automated means of collection of the information. A summary of the public comments will accompany OSMRE's submission of the information collection request to OMB.

Before including your address, phone number, email address, or other personal identifying information in your comment, you should be aware that your entire comment—including your personal identifying information—may be made publicly available at any time. While you can ask us in your comment to withhold your personal identifying

# ASSIGNMENT, ACCEPTANCE AND APPROVAL DOCUMENT

COPY

## ASSIGNMENT

For value received, Jim Harrower, a sole proprietorship, doing business as Northward Bound, (hereinafter referred to as the "Assignor"), hereby assigns, subject to the approval of the Secretary of the Interior acting through the National Park Service, as of the date of approval by the Secretary of the Interior, to Arno Krumm a sole proprietorship, doing business as Arno Krumm Afield, whose address is P.O. Box 221102, Anchorage, AK 99522, (hereinafter referred to as the "Assignee") all its right, title and interest in and under Concession Contract CC-LACL901-05, (hereinafter referred to as the "Contract") entered into between the Secretary of the Interior and the Assignor, granting the right to operate a concession at Lake Clark National Park & Preserve.

Executed in triple at Cedarville, CA this 4 day of April, 2007.

## WITNESS

By: [Signature]

By: [Signature]  
Jim Harrower

Date: 4-4-07

Date: 4/04/07

## ACCEPTANCE

The undersigned, the Assignee named in the above Assignment, hereby accepts the same and agrees, subject to the approval of the Secretary of the Interior acting through the National Park Service, to carry out fully and to perform all of the obligations imposed upon said Assignor, by the terms and provisions of the Contract from and after the date of approval by the Secretary. The undersigned Assignee further understands and agrees to the following conditions of the Secretary's approval of this Assignment:

1. Within 60 days of the date of approval of the Assignment, a balance sheet as of the effective date of the Assignment will be submitted for the approval of the Secretary.
2. Assets acquired by the Assignee from the Assignor must be recorded at an amount that will not exceed fair value as defined in the Contract, or if the Contract does not define fair value for a particular class of assets, an amount that will not exceed the fair market value of the asset.
3. To assume all obligations of the Contract incurred by the Assignor prior to the effective date of the Assignment if the Assignor fails to perform them, including, but not limited to, payment of franchise fees, payment of utilities provided by the National Park Service, and deposits to capital and government improvement accounts, if any.
4. Within 60 days after approval of the Assignment, a copy of an itemized Bill of Sale covering all transferred assets will be provided to the National Park Service.

5. The purchase price or any debt to be incurred in connection with the Assignment will not be used at any time by the Assignee or any related party as justification for:

- a. An increase in rates to charged to the public;
- b. A waiver or reduction of franchise fees or other Contract requirements; or
- c. Any claim that the terms of the Contract do not provide a reasonable opportunity for profit.

6. The National Park Service, when developing the requirements of any subsequent concession contract for this operation, will not take into account the purchase price or any outstanding debt resulting from this Assignment. Franchise fees and other contract obligations for the subsequent concession contract will be established based on the probable value to a concessioner of the authorization as determined by the National Park Service. The Assignee assumes all risk in this connection.

7. In the event that the Assignee is not awarded a subsequent concession contract, neither the National Park Service nor the successor concessioner will bear any liability for any debt incurred by the Assignee in connection with this Assignment.

8. The Assignee represents that it has not been advised by the National Park Service or any official of the United States government that the National Park Service or other government official considers the terms of this transaction to be reasonable or that the Assignee may expect to earn a profit under the terms of the Contract and this transaction.

9. Approval of this Assignment by the Secretary in no manner implies the existence or absence of or grants or denies any preferential right to the award of any subsequent concession contract, and Assignee waives any right to assert any preferential right or other benefit based on approval of this Assignment by the Secretary. This approval does not impact any preferential right assignee may have under statute or regulation.

10. Assignee will not utilize this approval in any form or manner, including, but not limited to, any litigation, proceeding or hearing, involving the National Park Service or the United States of America, as evidence of any fact or matter other than that the National Park Service approved the Assignment in accordance with Section 408 of the National Park Service Concessions Management Improvement Act of 1998 (P.L. 105-391).

11. Notwithstanding any representations made by the Assignee to the National Park Service or the Assignor or other persons as to the value of the Contract or possessory interest, if any, or as to any other matters related to this transaction, the National Park Service, by approving this Assignment, expressly is not agreeing to, approving or concurring in any such representations. The National Park Service reserves the right to challenge any representations made by the Assignee in any future matters concerning the Contract and the National Park Service, including, but not limited to, the value of any possessory interest granted by the Contract, if any.

12. That, to the extent that the Assignor may have been allocated user days or other access privileges to the park area for the purposes of the Contract, such allocations are subject to change or elimination by the National Park Service and that the Contract does not grant such allocations as a matter of right to the

Assignee or any subsequent concessioner.

13. The approval of this Assignment by the Secretary shall not be construed, in any manner, as amending, altering or waiving any terms and conditions of the Contract.

14. The approval of this Assignment by the Secretary does not in and of itself constitute approval of any financial transaction or encumbrance associated with this Assignment. If such financial transaction or encumbrance must by law be approved by the Secretary, the Secretary's approval of any such associated financial transaction or encumbrance, if granted, will be provided in a separate document.

BY

  
Arno Krumm

DATE 04-14-07

WITNESSES:

BY

  
DATE 4-14-07

#### APPROVAL

The foregoing Assignment and Acceptance are hereby approved and Concession Contract No. CC-LACL901-05 is hereby considered as duly assigned by Jim Harrower to Arno Krumm effective as of the date set forth below, subject to agreement to and satisfactory performance by the Assignee of the conditions set forth above.

Dated at Sturgis, MT, this 14 day of April, 2007.

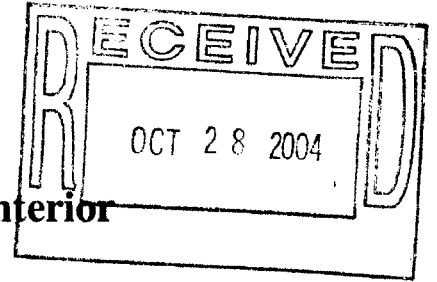
SECRETARY OF THE INTERIOR

By

  
Joel L. Hard  
Superintendent

Lake Clark National Park & Preserve





**Category III Contract**  
**United States Department of the Interior**  
**National Park Service**

**Lake Clark National Park & Preserve**  
**Sport Hunting Guide Services**  
**Concession Contract No. LACL-901-05**

**James K. Harrower**

**Doing Business As**

**Northward Bound**

**P.O. Box 92249**  
**Anchorage, AK 99509**  
**(907) 243-3007**  
**Fax: (907)249-2665**  
**jkharrower@aol.com**

**Covering the Period**

**January 1, 2005 through December 31, 2014**

**Lake Clark National Park and Preserve**  
**Alaska Region - National Park Service**

This Contract is between the National Park Service and **James K. Harrower** (herein referred to as "Concessioner"), a Sole Proprietorship, dba **Northward Bound** under the authority of 16 U.S.C. 1 et seq., including 16 U.S.C. 5901 et seq., and other laws that supplement and amend these laws. The Director and the Concessioner agree:

**Sec. 1. Term of Contract**

This Contract will be from January 1, 2005 until its expiration on December 31, 2014.

**Sec. 2. Services and Operations**

**(a) Required and Authorized Visitor Services**

The Concessioner must provide the following required Visitor Services within the Area: None.

The Concessioner The Concessioner is authorized to provide Sport Hunting Guide Services within that portion of Lake Clark National Preserve identified as the Stony River Guide Area as described in Exhibit C and depicted on the map in Exhibit C, including the sale or rental of equipment and clothing associated for its conduct to participants in the activity.

**(b) Operation, Maintenance and Quality of Operation**

The Concessioner must provide, operate and maintain the Visitor Services in accordance with this Contract in a manner considered satisfactory by the Director, including the nature, type and quality of the Visitor Services. The Concessioner's authority to provide Visitor Services under the terms of this Contract is nonexclusive. The Concessioner's operations and contract compliance will be evaluated on at least an annual basis.

**(c) Operating Plan**

The Director will establish and revise, as necessary, after consultation with the Concessioner, specific requirements for the operations of the Concessioner under this Contract in the form of an Operating Plan. The initial Operating Plan is attached to this Contract as Exhibit B.

**(d) Rates**

All rates and charges to the public by the Concessioner for Visitor Services must be reasonable and appropriate and must be approved by the Director.

**(e) No Capital Improvements**

The Concessioner may not construct any Capital Improvements upon Area lands.

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**Sec. 3. Concessioner Personnel**

- (a) The Concessioner must ensure that its employees are hospitable and exercise courtesy and consideration in their relations with the public.
- (b) The Concessioner must establish appropriate screening, hiring, training, safety, employment, termination and other policies and procedures.
- (c) The Concessioner must review the conduct of any of its employees whose action or activities are considered by the Concessioner or the Director to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors and must take such actions as are necessary to correct the situation.
- (d) The Concessioner must maintain, to the greatest extent possible, a drug free work environment.

**Sec. 4. Environmental**

The Concessioner must utilize appropriate best management practices (practices that apply the most current and advanced means and technologies available to the Concessioner to undertake and maintain a superior level of environmental performance reasonable in light of the circumstances of the operations conducted under this Contract) in its provision of Visitor Services and other activities under this Contract.

**Sec. 5. Fees**

**(a) Franchise Fee**

- (1) The Concessioner must pay a franchise fee to the Director as follows: 3% (three percent) of annual gross receipts or a minimum annual fee of \$500.00, whichever is greater.
- (2) The Concessioner has no right to waiver of the fee under any circumstances.

**(b) Payments Due**

- (1) Payment of the franchise fee is due on December 31 of each year. If adjustments need to be made to the franchise fee payment due to adjustments to the reported gross receipts at the time of submission of the Concessioner's Annual Financial Report, or for any other reason, the adjustments will be made as follows:
  - (i) Additional payments will be made at the time of submission of the Concessioner's Annual Financial Report,
  - (ii) Overpayments will be offset against the following year's fees.
- (2) All franchise fee payments consisting of \$10,000 or more, will be deposited electronically by the Concessioner in the manner directed by the Director.

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(c) Interest

An interest charge will be assessed on overdue amounts for each thirty (30) day period, or portion thereof, that payment is delayed. The percent of interest charged will be based on the current value of funds to the United States Treasury as published quarterly in the Treasury Fiscal Requirements Manual. The Director may also impose penalties for late payment to the extent authorized by Applicable Law.

Sec. 6. Insurance

The Concessioner must obtain and maintain during the entire term of this Contract at its sole cost and expense, coverage necessary to fulfill the obligations of this Contract. The insurance requirements are set forth in Exhibit D.

Sec. 7. Records and Reports

(a) Accounting System

(1) The Concessioner must maintain an accounting system under which its accounts can be readily identified with its system of accounts classification. Such accounting system must be capable of providing the information required by this Contract. The Concessioner's system of accounts classification must be directly related to the Concessioner Annual Financial Report Form issued by the Director.

(2) If the Concessioner's annual gross receipts are \$500,000 or more, the Concessioner must use the accrual accounting method.

(3) The Concessioner must keep its accounts in such manner that there can be no diversion or concealment of profits or expenses in the operations authorized under this Contract by means of arrangements for the procurement of equipment, merchandise, supplies or services from sources controlled by or under common ownership with the Concessioner or by any other device.

(b) Annual Financial Report

(1) The Concessioner must submit annually as soon as possible but not later than March 1 a financial statement for the preceding fiscal year or portion of a year as prescribed by the Director ("Concessioner Annual Financial Report").

(2) If the annual gross receipts of the Concessioner are in excess of \$1,000,000, the financial statements must be audited by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS) and procedures promulgated by the American Institute of Certified Public Accountants.

(3) If annual gross receipts are between \$500,000, and \$1,000,000, the financial statements must be reviewed by an independent Certified Public Accountant in accordance with Generally Accepted Auditing Standards (GAAS) and procedures promulgated by the American Institute of Certified Public Accountants.

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(4) If annual gross receipts are less than \$500,000, the financial statements may be prepared without involvement by an independent Certified Public Accountant, unless otherwise directed by the Director.

(c) Other Reports

(1) Balance Sheet. If requested by the Director, within ninety (90) days of the execution of this Contract or its effective date, whichever is later, the Concessioner must submit to the Director a balance sheet as of the beginning date of the term of this Contract. The balance sheet must be audited or reviewed, as determined by the annual gross receipts, by an independent Certified Public Accountant.

(2) The Director from time to time may require the Concessioner to submit other reports and data regarding its performance under this Contract or otherwise, including, but not limited to, operational information.

Sec.8. Suspension, Termination, or Expiration

(a) Termination and Suspension

(1) The Director may temporarily suspend operations under this Contract in whole or in part or terminate this Contract in writing at any time in order to protect Area visitors, protect, conserve, and preserve Area resources, or to limit Visitor Services in the Area to those that continue to be necessary and appropriate.

(2) The Director may terminate this Contract if the Director determines that the Concessioner has materially breached any requirement of this Contract.

(3) In the event of a breach of the Contract, the Director will provide the Concessioner an opportunity to cure by providing written notice to the Concessioner of the breach. In the event of a monetary breach, the Director will give the Concessioner a fifteen (15) day period to cure the breach. If the breach is not cured within that period, then the Director may terminate the Contract for default. In the event of a nonmonetary breach, if the Director considers that the nature of the breach so permits, the Director will give the Concessioner thirty (30) days to cure the breach, or to provide a plan, to the satisfaction of the Director, to cure the breach over a specified period of time. If the breach is not cured within this specified period of time, the Director may terminate the Contract for default. Notwithstanding this provision, repeated breaches (two or more) of the same nature will be grounds for termination for default without a cure period. In the event of a breach of any nature, the Director may suspend the Concessioner's operations as appropriate in accordance with Section 8(a).

(b) Requirements in the Event of Suspension, Termination or Expiration

(1) In the event of suspension or termination of this Contract for any reason or expiration of this Contract, no compensation of any nature will be due the Concessioner, including, but not limited to, compensation for personal property, or for losses based on lost income, profit, or the necessity to make expenditures as a result of the termination.

(2) Upon termination of this Contract for any reason, or upon its expiration, and except as otherwise provided in this section, the Concessioner must, at the Concessioner's expense, promptly vacate the Area, remove all of the Concessioner's personal property, and repair any injury caused by removal of the property. This removal must occur within thirty (30) days (unless the Director in particular circumstances otherwise determines). Personal property not removed from the Area will be considered abandoned property subject to disposition by the Director, at full cost and expense of the Concessioner.

**Sec. 9. Assignment, Sale or Encumbrance of Interests**

This Contract may not be assigned [e.g. sold] or encumbered [e.g. mortgaged] without the approval of the Director in accordance with 36 CFR Part 51 with respect to proposed assignments and encumbrances.

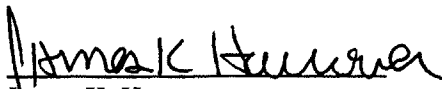
**Sec. 10. General Provisions – See Addendum 1.**

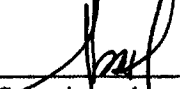
Addendum 1 attached to this Contract is made a part of this Contract.

By:

CONCESSIONER:

UNITED STATES OF AMERICA

  
James K. Harrower  
Northward Bound

  
Superintendent  
National Park Service  
Lake Clark National Park and Preserve

Date: 10/13/04

Date: 10/19/2004

**Attachments:**

Addendum 1 – General Provisions  
Exhibit A – Nondiscrimination  
Exhibit B – Operating Plan  
Exhibit C – Authorized Guide Area  
Exhibit D – Insurance

**ADDENDUM 1  
GENERAL PROVISIONS**

**1. Definitions.**

The following terms used in this Contract will have the following meanings, which apply to both the singular and the plural forms of the defined terms:

- (a) "Applicable Laws" means the laws of Congress governing the Area, including, but not limited to, the rules, regulations, requirements and policies promulgated under those laws, whether now in force, or amended, enacted or promulgated in the future, including, without limitation, federal, state and local laws, rules, regulations, requirements and policies governing nondiscrimination, protection of the environment and protection of public health and safety.
- (b) "Area" means the property within the boundaries of Lake Clark National Park & Preserve.
- (c) "Days" means calendar days.
- (d) "Director" means the Director of the National Park Service, and his duly authorized representatives.
- (e) "Exhibit" means the various exhibits, which are attached to this Contract, each of which is hereby made a part of this Contract.
- (f) "Gross Receipts" means the total amount received or realized by, or accruing to, the Concessioner from all sales for cash or credit, of services, accommodations, materials, and other merchandise made pursuant to the rights granted by this Contract, commissions earned on contracts or agreements with other persons or companies operating in the Area, and gross receipts earned from electronic media sales, but excluding:
  - (1) Intracompany earnings on account of charges to other departments of the operation (such as laundry);
  - (2) Charges for employees' meals, lodgings, and transportation;
  - (3) Cash discounts on purchases;
  - (4) Cash discounts on sales;
  - (5) Returned sales and allowances;
  - (6) Interest on money loaned or in bank accounts;
  - (7) Income from investments;
  - (8) Income from subsidiary companies outside of the Area;
  - (9) Sale of property other than that purchased in the regular course of business for the purpose of resale;
  - (10) Sales and excise taxes that are added as separate charges to sales prices, gasoline taxes, hunting and fishing license fees, and postage stamps, provided that the amount excluded will not exceed the amount actually due or paid government agencies;
  - (11) Receipts from the sale of handicrafts that have been approved for sale by the Director as constituting authentic American Indian, Alaskan Native, Native Samoan, or Native Hawaiian handicrafts.

All monies paid into coin operated devices, except telephones, whether provided by the Concessioner or by others, must be included in gross receipts. However, only revenues actually received by the Concessioner from coin-operated telephones must be included in gross receipts. All revenues received from charges for in-room telephone or computer access must be included in gross receipts.

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- (g) "Superintendent" means the manager of the Area.
- (h) "Visitor Services" means the accommodations, facilities and services that the Concessioner is required and/or authorized to provide by this Contract.

## 2. Legal and Regulatory Compliance

This Contract, operations under it by the Concessioner, and its administration by the Director, are subject to all Applicable Laws. The Concessioner must comply with all Applicable Laws in fulfilling its obligations under this Contract at the Concessioner's sole cost and expense. The Concessioner must give the Director immediate written notice of any violation of Applicable Laws by the Concessioner, including its employees, agents or Contractors, and must promptly correct any violation.

## 3. Services and Operations

- (a) All promotional material, regardless of media format (i.e., printed, electronic, broadcast media), provided to the public by the Concessioner in connection with the services provided under this Contract must be approved in writing by the Director prior to use. All such material will identify the Concessioner as an authorized Concessioner of the National Park Service, Department of the Interior.
- (b) The Concessioner will provide Federal employees reduced rates, in accordance with guidelines established by the Director, when conducting necessary official business. Complimentary or reduced rates and charges may otherwise not be provided to Federal employees by the Concessioner except to the extent that they are equally available to the general public.
- (c) The Director and Comptroller General of the United States, or any of their duly authorized representatives, will have access to the records of the Concessioner as provided by the terms of Applicable Laws.
- (d) Subconcession or other third party agreements, including management agreements, for the provision of Visitor Services required and/or authorized under this Contract, whether in consideration of a percentage of revenues or otherwise, are not permitted.
- (e) The Concessioner will ensure that any protected sites and archeological resources within the Area are not disturbed or damaged by the Concessioner's activities. Discoveries of any archeological resources by the Concessioner will be promptly reported to the Director.

## 4. Environmental Data, Reports, Notifications, and Approvals

- (a) Inventory of Hazardous Substances and Inventory of Waste Streams. The Concessioner must submit to the Director, upon request, an inventory of hazardous chemicals used and stored in the Area by the Concessioner. The Concessioner must obtain the Director's approval prior to using any extremely hazardous substance, as defined in the Emergency Planning and Community Right to Know Act of 1986, in operations under this Contract. The Concessioner must also submit to the Director, upon request, an inventory of all waste streams generated by the Concessioner under this Contract.
- (b) Reports. The Concessioner must submit to the Director copies of all documents, reports, monitoring data, manifests, and other documentation required under Applicable Laws to be submitted to regulatory agencies. The Concessioner must also submit to the Director any environmental plans for which coordination with Area operations are necessary and appropriate, as determined by the Director in accordance with Applicable Laws.



- (c) Notification of Releases. The Concessioner must give the Director immediate written notice of any discharge, release or threatened release (as these terms are defined by Applicable Laws) within or at the vicinity of the Area (whether solid, semi-solid, liquid or gaseous in nature) of any hazardous or toxic substance, material, or waste of any kind, including, without limitation, building materials such as asbestos, or any contaminant, pollutant, petroleum, petroleum product or petroleum by-product.
- (d) Notice of Violation. The Concessioner must give the Director in writing immediate notice of any written threatened or actual notice of violation from other regulatory agencies of any Applicable Law arising out of the activities of the Concessioner, its agents or employees.
- (e) Communication with Regulatory Agencies. The Concessioner must provide timely written advance notice to the Director of communications, including without limitation, meetings, audits, inspections, hearings and other proceedings, between regulatory agencies and the Concessioner related to compliance with Applicable Laws concerning operations under this Contract. The Concessioner must also provide to the Director any written materials prepared or received by the Concessioner in advance of or subsequent to any such communications. The Concessioner must allow the Director to participate in any such communications. The Concessioner must also provide timely notice to the Director following any unplanned communications between regulatory agencies and the Concessioner.
- (f) Cost Recovery for Concessioner Environmental Activities. If the Concessioner does not promptly contain and remediate an unauthorized discharge or release arising out of the activities of the Concessioner, its employees, agents and Contractors, as set forth in this section, or correct any environmental self-assessment finding of non-compliance, in full compliance with Applicable Laws, the Director may, in its sole discretion and after notice to the Concessioner, take any such action consistent with Applicable Laws as the Director deems necessary to abate, mitigate, remediate, or otherwise respond to such release or discharge, or take corrective action on the environmental self-assessment finding. The Concessioner will be liable for and must pay to the Director any costs of the Director associated with such action upon demand. Nothing in this section precludes the Concessioner from seeking to recover costs from a responsible third party.

## 5. Fees

### (a) Adjustment of Franchise Fee

- (1) The Concessioner or the Director may request, in the event that either considers that extraordinary, unanticipated changes have occurred after the effective date of this Contract, a reconsideration and possible subsequent adjustment of the franchise fee established in this section. For the purposes of this section, the phrase "extraordinary, unanticipated changes" will mean extraordinary, unanticipated changes from the conditions existing or reasonably anticipated before the effective date of this Contract which have or will significantly affect the probable value of the privileges granted to the Concessioner by this Contract. For the purposes of this section, the phrase "probable value" means a reasonable opportunity for net profit in relation to capital invested and the obligations of this Contract.
- (2) The Concessioner or the Director must make a request for a reconsideration by mailing, within sixty (60) days from the date that the party becomes aware, or should have become aware, of the possible extraordinary, unanticipated changes, a written notice to the other party that includes a description of the possible extraordinary, unanticipated changes and why the party believes they have affected or will significantly affect the probable value of the privileges granted by this Contract.

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- (3) If the Concessioner and the Director agree that extraordinary, unanticipated changes have occurred, the Concessioner and the Director will undertake good faith negotiations as to an appropriate adjustment of the franchise fee.
- (4) The negotiation will last for a period of sixty (60) days from the date the Concessioner and the Director agree that extraordinary, unanticipated changes occurred. If the negotiation results in agreement as to an adjustment (up or down) of the franchise fee within this period, the franchise fee will be adjusted accordingly, prospectively as of the date of agreement.
- (5) If the negotiation does not result in agreement as to the adjustment of the franchise fee within this sixty (60) day period, then either the Concessioner or the Director may request binding arbitration to determine the adjustment to franchise fee in accordance with this section. Such a request for arbitration must be made by mailing written notice to the other party within fifteen (15) days of the expiration of the sixty (60) day period.
- (6) Within thirty (30) days of receipt of such a written notice, the Concessioner and the Director will each select an arbiter. These two arbiters, within thirty (30) days of selection, must agree to the selection of a third arbiter to complete the arbitration panel. Unless otherwise agreed by the parties, the arbitration panel will establish the procedures of the arbitration. Such procedures must provide each party a fair and equal opportunity to present its position on the matter to the arbitration panel.
- (7) The arbitration panel will consider the written submissions and any oral presentations made by the Concessioner and the Director and provide its decision on an adjusted franchise fee (up, down or unchanged) that is consistent with the probable value of the privileges granted by this Contract within sixty (60) days of the presentations.
- (8) Any adjustment to the franchise fee resulting from this section will be prospective only.
- (9) Any adjustment to the franchise fee will be embodied in an amendment to this Contract.
- (10) During the pendency of the process described in this section, the Concessioner will continue to make the established franchise fee payments required by this Contract.

#### 6. Indemnification

The Concessioner agrees to assume liability for and does hereby agree to save, hold harmless, protect, defend and indemnify the United States of America, its agents and employees from and against any and all liabilities, obligations, losses, damages or judgments (including without limitation penalties and fines), claims, actions, suits, costs and expenses (including without limitation attorneys fees and experts' fees) of any kind and nature whatsoever on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, in any way connected with or arising out of the activities of the Concessioner, its employees, agents or Contractors under this Contract. This indemnification will survive the termination or expiration of this Contract.

#### 7. Notice of Bankruptcy or Insolvency

The Concessioner must give the Director immediate notice (within five (5) days) after the filing of any petition in bankruptcy, filing any petition seeking relief of the same or different kind under any provision of the Bankruptcy Act or its successor, or making any assignment for the benefit of creditors. The Concessioner must also give the Director immediate notice of any petition or other proceeding against the Concessioner for the appointment of a trustee, receiver, or liquidator, or, the taking by any person or entity of the rights granted by this Contract or any part thereof upon execution, attachment or other

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process of law or equity. For purposes of the bankruptcy statutes, NPS considers that this Contract is not a lease but an executory Contract exempt from inclusion in assets of Concessioner pursuant to 11 U.S.C. 365. The Director may terminate this Contract if the Director determines that the Concessioner is unable to perform the terms of Contract due to such bankruptcy or insolvency action.

8. Additional Provisions

- (a) This Contract contains the sole and entire agreement of the parties. No oral representations of any nature form the basis of or may amend this Contract. This Contract may be extended, renewed or amended only when agreed to in writing by the Director and the Concessioner.
- (b) This Contract does not grant rights or benefits of any nature to any third party.
- (c) The invalidity of a specific provision of this Contract will not affect the validity of the remaining provisions of this Contract.
- (d) Waiver by the Director or the Concessioner of any breach of any of the terms of this Contract by the other party will not be deemed to be a waiver or elimination of such term, nor of any subsequent breach of the same type, nor of any other term of the Contract. The subsequent acceptance of any payment of money or other performance required by this Contract will not be deemed to be a waiver of any preceding breach of any term of the Contract.
- (e) No member of, or delegate to, Congress or Resident Commissioner will be admitted to any share or part of this Contract or to any benefit that may arise from this Contract but this restriction will not be construed to extend to this Contract if made with a corporation or company for its general benefit.
- (f) This Contract is subject to the provisions of 43 CFR, Subtitle A, Part 12, Subpart D, concerning nonprocurement debarment and suspension. The Director may recommend that the Concessioner be debarred or suspended in accordance with the requirements and procedures described in those regulations, as they are effective now or may be revised in the future.

**Exhibit A**  
**Nondiscrimination**

**Section I: Requirements Relating to Employment and Service to the Public**

**A. Employment**

During the performance of this CONTRACT the Concessioner agrees as follows:

- (1) The Concessioner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or disabling condition. The Concessioner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, or disabling condition. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Concessioner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provision of this nondiscrimination clause.
- (2) The Concessioner will, in all solicitations or advertisements for employees placed by on behalf of the Concessioner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, or disabling condition.
- (3) The Concessioner will send to each labor union or representative of workers with which the Concessioner has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the Concessioner's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) Within 120 days of the commencement of a contract every Government contractor or subcontractor holding a contract that generates gross receipts which exceed \$50,000 and having 50 or more employees shall prepare and maintain an affirmative action program at each establishment which shall set forth the contractor's policies, practices, and procedures in accordance with the affirmative action program requirement.
- (5) The Concessioner will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Concessioner will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Concessioner's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Concessioner's noncompliance with the nondiscrimination clauses of this CONTRACT or with any of such rules, regulations, or orders, this CONTRACT may be canceled, terminated or suspended in whole or in part and the Concessioner may be declared ineligible for further Government concession contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order

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No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The Concessioner will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Concessioner will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Concessioner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the Concessioner may request the United States to enter into such litigation to protect the interests of the United States.

#### B. Construction, Repair, and Similar Contracts

The preceding provisions A(1) through A(8) governing performance of work under this CONTRACT, as set out in Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable to this CONTRACT, and shall be included in all contracts executed by the Concessioner for the performance of construction, repair, and similar work contemplated by this CONTRACT, and for that purpose the term "CONTRACT" shall be deemed to refer to this instrument and to contracts awarded by the Concessioner and the term "Concessioner" shall be deemed to refer to the Concessioner and to contractors awarded contracts by the Concessioner.

#### C. Facilities

##### (1) Definitions: As used herein:

- (a) Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessees, and contractors, and the successors in interest of the Concessioner;
- (b) Facility shall mean any and all services, facilities, privileges, accommodations, or activities available to the general public and permitted by this agreement.

##### (2) The Concessioner is prohibited from:

- (a) Publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, age, national origin, or disabling condition;
- (b) Discriminating by segregation or other means against any person.

#### Section II: Accessibility

Title V, Section 504, of the Rehabilitation Act of 1973, as amended in 1978, requires that action be taken to assure that any "program" or "service" being provided to the general public be provided to the highest extent reasonably possible to individuals who are mobility impaired, hearing impaired, and visually impaired. It does not require architectural access to every building or facility, but only that the service or program can be provided somewhere in an accessible location. It also allows for a

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wide range of methods and techniques for achieving the intent of the law, and calls for consultation with disabled persons in determining what is reasonable and feasible.

No handicapped person shall, because a Concessioner's facilities are inaccessible to or unusable by handicapped persons, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance or conducted by any Executive agency or by the U.S. Postal Service.

#### A. Discrimination Prohibited

A Concessioner, in providing any aid, benefit, or service, may not directly or through contractual, licensing, or other arrangements, on the basis of handicap:

- (1) Deny a qualified handicapped person the opportunity to participate in or benefit from the aid, benefit, or service;
- (2) Afford a qualified handicapped person an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others;
- (3) Provide a qualified handicapped person with an aid, benefit, or service that is not as effective as that provided to others;
- (4) Provide different or separate aids, benefits, or services to handicapped persons or to any class of handicapped persons unless such action is necessary to provide qualified handicapped persons with aid, benefits, or services that are as effective as those provided to others;
- (5) Aid or perpetuate discrimination against a qualified handicapped person by providing significant assistance to an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or service to beneficiaries of the recipient's program;
- (6) Deny a qualified handicapped person the opportunity to participate as a member of planning or advisory boards; or
- (7) Otherwise limit a qualified handicapped person in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service.

#### B. Existing Facilities

A Concessioner shall operate each program or activity so that the program or activity, when viewed in its entirety, is readily accessible to and usable by handicapped persons. This paragraph does not require a Concessioner to make each of its existing facilities or every part of a facility accessible to and usable by handicapped persons.

## EXHIBIT B

### OPERATING PLAN

#### I. INTRODUCTION

This Operating Plan between **James K. Harrower dba Northward Bound** (hereinafter referred to as the "Concessioner") and Lake Clark National Preserve (hereinafter referred to as the "Service") shall serve as a supplement to Concession Contract CC-LACL901-05 (hereinafter referred to as the "CONTRACT"). It describes specific operating and maintenance responsibilities of the Concessioner and the Service with regard to those lands utilized by the Concessioner for the purposes authorized by the CONTRACT.

In the event of any conflict between the terms of the CONTRACT and this Operating Plan, the terms of the CONTRACT, including its designations and amendments, shall prevail.

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of Lake Clark National Park and Preserve.

Any revisions shall not be inconsistent with the main body of this CONTRACT. Any revisions must be reasonable and in furtherance of the purposes of the CONTRACT.

#### II. MANAGEMENT AND ORGANIZATION

*National Park Service* – The Superintendent is responsible for the total park operation. The Superintendent has designated the Concessions Chief as the staff person responsible for day-to-day concession operations. Law enforcement/visitor protection matters are delegated to the Chief Ranger. Resource Management and Compliance matters are delegated to the Chief of Natural Resource Management and Chief of Cultural Resource Management. Each of these may designate a specific contact person to handle routine matters.

*Concessioner* – Concession operations will carry out the policies and directives of the Service as well as those of the Concessioner in the operation of the authorized concessions services in Lake Clark National Preserve. The Concessioner will manage and, if necessary, employ a staff with the expertise to operate all services authorized under the concessions contract. The primary contact for the National Park Service will be the registered guide who completes and signs the Hunt Record required by the State of Alaska under Alaska Professional Statute 12 AAC 75.210.

#### III. REQUIRED DOCUMENTS

A. In addition to the reports required by the Contract, the Concessioner will provide the Superintendent the following documents annually:

Certificate of Insurance	Prior to startup of operations
Proof of State of Alaska Guide License for all guides	Prior to startup of operations

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Proof of State of Alaska Big Game Hunt License for all guides	Prior to startup of operations
Proof of First Aid and CPR Certification for all guides	30 days prior to startup of operations
Concessioner's Roster of Employees *	30 days prior to startup of operations
Client list *	30 days prior to startup of operations
Concessioner's Hunt Schedule **	30 days prior to startup of operations
Schedule of Rates ***	30 days prior to startup of operations
Business Brochures & Advertising	30 days prior to startup of operations
Aircraft List (with "N" numbers) *	30 days prior to startup of operations
Location of spike camps	30 days prior to startup of operations
State Hunt Records (Alaska Division of Occupational Licensing)	Postmarked by November 15
NPS Supplement to Alaska Hunt Record	Postmarked by November 15 (See Appendix 1)

\* Should the Concessioner add or change employees, clients, or aircraft after submission of the reports, the Concessioner will advise the Superintendent of the changes as soon as possible.

\*\* At a minimum, the hunt schedule will include the hunt dates, species to be hunted, and proposed location(s). Should additional hunts be booked after the schedule is submitted, the Concessioner will provide the Superintendent with the required information regarding those hunts prior to entering the preserve.

\*\*\* In addition to hunt rates, the Concessioner must include a description of all services provided for those rates (such as air transportation from Anchorage, lodging outside the park, etc.)

#### B. Additional Reports

1. Accidents involving personal injury, minor aircraft damage, threatening incidents involving wildlife or conflicts with other hunters must be reported to the Superintendent within one (1) workday following completion of the hunt.
2. Accidents involving a fatality or serious injury, or involving substantial aircraft damage, must be reported to the Superintendent immediately and by the most expeditious means available. For the purposes of this paragraph, "substantial damage" means damage or failure, which adversely affects the structural strength, performance, or flight characteristics of the aircraft or any damage in excess of \$1,000.
3. Instances in which a client becomes separated from a guide and can not be located should be reported to the Service immediately upon determining that a client is lost.
4. The Service will be notified within one (1) workday following the completion of the hunt of a client becoming sick during the hunt.

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5. If a client notifies the guide that the client became ill immediately following the hunt, the Service will be notified within one (1) workday of the Concessioner receiving that information from the client.

#### IV. CONCESSION OPERATIONS

##### A. Resource protection

1. The Concessioner must take adequate precautions to prevent attracting bears into camps and allowing bears to associate humans with food. The grounds around camps shall be kept clean and free of garbage, human waste, junk, and discarded animal hides. All garbage, including residue from garbage that is incinerated, must be removed from the preserve rather than buried
2. The use of gas or propane stoves is strongly encouraged for cooking. Only dead or down wood may be collected for use as fuel for campfires. Fires may be built only on gravel bars or mineral soil or by using a fire pan. Fires may not be left unattended and must be completely extinguished upon termination of use.

##### B. Hazardous Waste Program

1. All fuel caches must have prior written permission from the Superintendent. If approved, all fuel caches must be removed on or before November 15. Fuel caches left after November 15 may be removed by the NPS and the cost of such removal will be borne by the concessioner.
2. The Concessioner will properly clean, mitigate, and remediate all unauthorized discharges of hazardous materials or non-hazardous chemical and biological products released from any source. Response shall be consistent with guidelines established within applicable federal, state, and local regulations. When a spill, leak, or other release occurs, the Concessioner shall notify the Superintendent as soon as possible without impeding cleanup.

##### C. Handling of Meat and Trophies

Meat will be transported from the field as soon as possible. Trophies and skins will be field dressed at the site of kill and then fleshed, cleaned and salted at Stony River Lodge.

##### D. Camps and Access

1. Concessioner camps are limited to minimum-impact type tent camps, which must be completely broken down and removed in their entirety from the preserve at the end of the hunting season.
2. Overnight hunting party group size will be limited to eight (8) persons, including guides and employees.
3. No property of any kind may be stored or left unattended for more than 48 hours without prior written permission from the Superintendent. The Concessioner shall remove all property from the preserve at the end of the hunting season.

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#### E. Operational Safety Program

1. Any incident involving the killing of game in defense of life and property, or the killing of illegal or sublegal game, must be reported to the State of Alaska and all salvage requirements must be met for the edible meat, hides or other parts as described in State law/regulation. In addition, the Superintendent must be notified within one (1) workday or as soon as practical considering weather conditions, communications, transportation availability, travel time and client safety.
2. Each camp will be checked at a predetermined time and schedule and supplies will be provided as needed, many times on a daily basis.
3. All guides will be certified in First Aid and C.P.R.
4. All camps will have first aid kits and all guides will carry a first aid kit.
5. Extensive first aid supplies and medical equipment will be available at Stony River Lodge (base camp) which is within 20 minutes by super-cub from the most remote camp.
6. All guides are experienced and familiar with proper hygiene and sanitation procedures.
7. Clorox Disinfecting Wipes and alcohol hand washing wipes will be supplied in each camp.

#### F. Emergency Operations

1. The Concessioner will be present in the field or at Stony River Lodge (base camp) when clients are in the field.
2. Any camp can be reached by a 20-minute flight from Stony River Lodge (base camp).
3. Each guide will carry a hand held VHF radio. If the radio fails, a pre-arranged set of hand signals or ground signals will be used or an ELT will be activated.

#### G. Equipment

1. Motorized access into Stony River Guide Area is limited to fixed-wing aircraft.
2. Concessioner will maintain and replace equipment as needed.

#### H. Rates and Reservation/Deposit/Refund/Discount/Cancellation Policies

1. A highly competitive market exists within the hunting guide industry in Alaska. A sufficient number of hunting guides provide similar services throughout Alaska, resulting in a range of prices and types of hunts available. The pricing of a hunt may not be directly enhanced by its locations within Lake Clark National Preserve. Prices for hunts are also routinely negotiated between guides and clients. Therefore, a competitive market declaration will be the rate approval

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method for sport hunting guide services.

**I. Interpretive Visitor Services and Client Orientation**

1. The Concessioner shall inform all clients that they are hunting within a National Park Service unit.
2. The Concessioner shall provide clients with information regarding rules and regulations pertaining to the preserve and Alaska sport hunting.
3. The Concessioner will provide an orientation program to clients prior to their departure to the spike camp.

**J. Staffing, Employment and Employee Training**

1. Concessioner will remain in the field whenever clients are with the guides.
2. Concessioner will check the progress of the hunt at least every other day and will communicate by radio if necessary and be available for supervision as needed.

**K. Quality of Services**

1. The Service shall evaluate Concessioner services for Operational Performance and Contract Compliance annually.

**L. Complaints**

1. The Service will send complaints or comments to the Concessioner for investigation and response within 30 days of receipt. The Concessioner will provide a copy of the response to the Superintendent.
2. The Concessioner will provide to the NPS copies of all client complaints received by the Concessioner within two weeks of receipt by the Concessioner. The Concessioner will provide a copy of the response to the Superintendent.

**M. Compendium**

The Concessioner will comply with all applicable provisions of 36 CFR Part 1 and the park compendium as revised.

Appendix 1: NPS Supplement to Alaska Hunt Record

\_\_\_\_\_  
Superintendent, Lake Clark National Preserve

10/19/2004  
\_\_\_\_\_  
Date

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**Appendix 1**  
**National Park Service**  
**Supplement to Alaska Hunt Record**

**Date:**

**Contract Number**      CC-LACL901-05

**Business Name**        Northward Bound

**Person Completing this Report:**

	Dates of Hunt	No. of Hunters	No. of Successful Hunters	UCU Area*
1				
2				
3				
4				
5				
6				
7				
8				
9				
<b>TOTALS:</b>				

Total number of animals harvested during this reporting season:

Sheep	_____
Caribou	_____
Moose	_____
Brown Bear	_____
a. Female	_____
b. Male	_____
Black Bear	_____
a. Female	_____
b. Male	_____

If the game meat was not transported home with the hunter, please list who the meat was distributed to:

\_\_\_\_\_

\_\_\_\_\_

\* Please include the Uniform Coding Unit (UCU)

*Due: November 15. Mail to: Lake Clark NP, Concessions Office, 4230 University Drive, Suite 311, Anchorage, AK 99508*

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## Exhibit C

### Authorized Guide Area



The guide area authorized under this contract is labeled as Stony River Guide Area on the map on the following page.

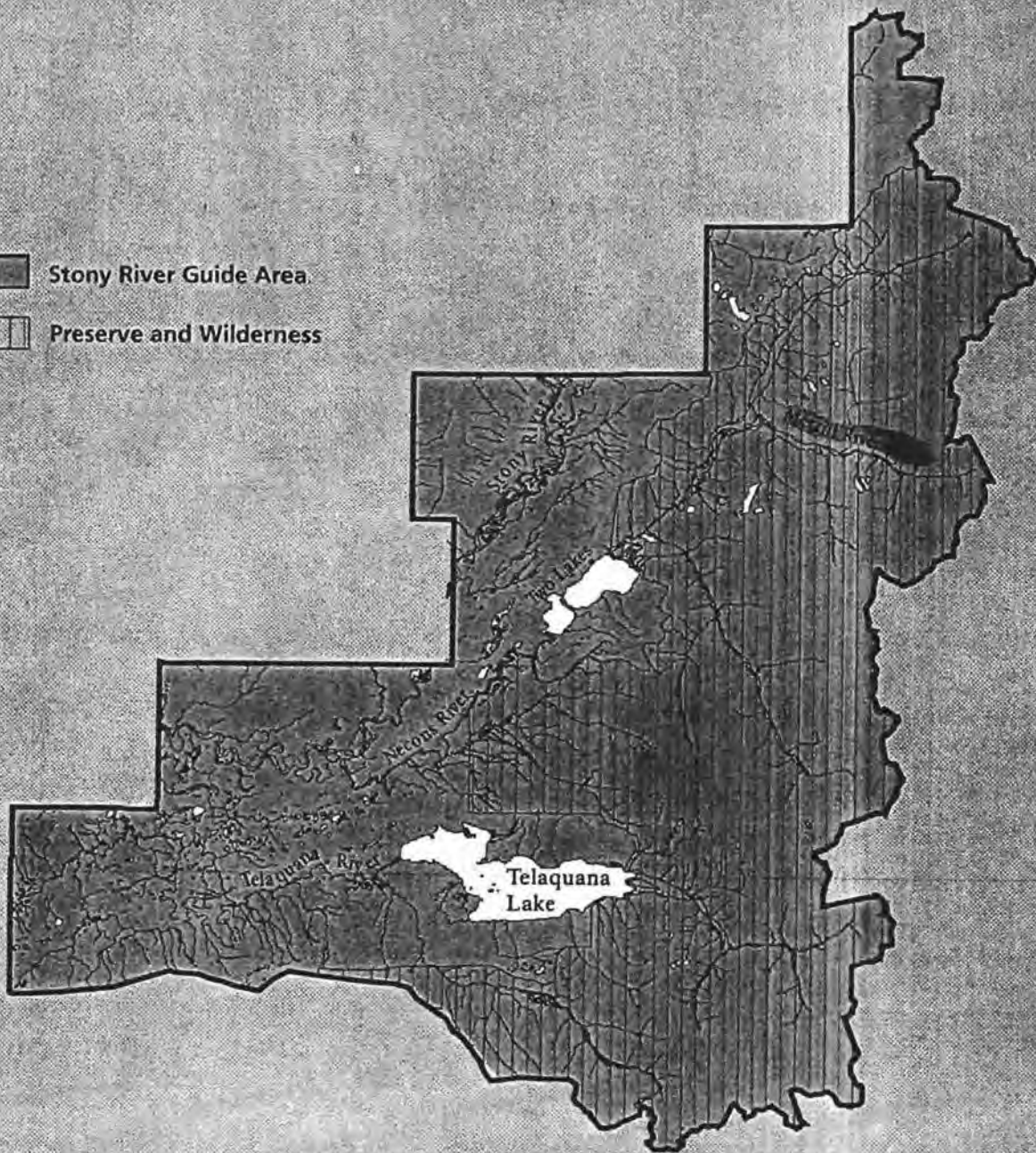
**Stony River Guide Area** includes that portion of GMU 19B within Lake Clark National Preserve. The guide area is within the Stony River drainage and its tributaries, including the Telaquana, Necons, and Merrill Rivers. Boundaries of the guide area are the exterior preserve boundaries on the north and west, the park/preserve boundary on the east and GMU 17B boundary within the preserve on the south. It includes all of Uniform Coding Units (UCUs) 1302, 1303 and portions of UCUs 1301, 1401, and 1402. Access is limited to airplanes that are able to land and take off on floats, gravel bars, or unimproved landing areas.

# EXHIBIT C AUTHORIZED GUIDE AREA



## LAKE CLARK NATIONAL PRESERVE

-  Stony River Guide Area
-  Preserve and Wilderness



0 10 20 miles

Lake Clark National Park & Preserve, National Park Service  
US Department of Interior



## **Exhibit D**

### **Insurance Requirements**

#### **I. General**

The Concessioner must obtain and maintain during the entire term of this Contract, at its sole cost and expense, the types and amounts of insurance coverage necessary to fulfill the obligations of the Contract. The Director will approve the types and amounts of insurance coverage purchased by the Concessioner.

At the request of the Director, the Concessioner must, at the time insurance is first purchased and annually thereafter, provide the Director with a Certificate of Insurance that accurately details the conditions of the policy as evidence of compliance with this section. The Concessioner must provide the Director immediate written notice of any material change in the Concessioner's insurance program hereunder, including without limitation, cancellation of any required insurance coverages.

From time to time, as conditions in the insurance industry warrant, the Director may modify this Exhibit, provided that any additional requirements must be reasonable and consistent with the types of insurance a prudent businessperson would purchase in similar circumstances.

The Director will not be responsible for any omissions or inadequacies of insurance coverages and amounts in the event the insurance purchased by the Concessioner proves to be inadequate or otherwise insufficient for any reason whatsoever.

#### **II. Liability Insurance.**

The Concessioner must provide commercial general liability insurance against claims arising out of or resulting from the acts or omissions of the Concessioner or its employees, agents or contractors, in carrying out the activities and operations required and/or authorized under this Contract.

All liability policies must specify that the insurance company will have no right of subrogation against the United States of America and must provide that the United States of America is named an additional insured.

This insurance must be in the amount commensurate with the degree of risk and the scope and size of the activities required and/or authorized under this Contract. The following Liability Coverages and limits are to be maintained at a minimum, all of which are to be written on an occurrence basis only. The Concessioner may attain the limits specified below by means of supplementing the respective coverage(s) with Excess or Excess "Umbrella" Liability. Furthermore, the commercial general liability package must provide no less than the coverages and limits described.

##### **A. Commercial General Liability**

1. Coverage will be provided for bodily injury, property damage, personal or advertising injury liability (and must include Contractual Liability and Products/Completed Operations Liability).  
Bodily Injury and Property Damage Limit \$300,000  
Products/Completed Operations Limit same  
Personal Injury & Advertising Injury Limit same

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General Aggregate same  
Fire Damage Legal Liability “per fire” same

2. The liability coverages may not contain the following exclusions/limitations:
  - a. Athletic or Sports Participants
  - b. Products/Completed Operations
  - c. Personal Injury or Advertising Injury exclusion or limitation
  - d. Contractual Liability limitation
  - e. Explosion, Collapse and Underground Property Damage exclusion
  - f. Total Pollution exclusion
  - g. Watercraft limitations affecting the use of watercraft in the course of the concessioner's operations (unless separate Watercraft coverage is maintained)
3. If the policy insures more than one location, the General Aggregate limit must be amended to apply separately to each location, or, at least, separately to the appropriate NPS location(s).

### B. Automobile Liability

Coverage will be provided for bodily injury or property damage arising out of the ownership, maintenance or use of "any auto," Symbol 1. (Where there are no owned autos, coverage applicable to "hired" and "non-owned" autos, "Symbols 8 & 9," will be maintained.)

**Each Accident Limit: NA**

**C. Liquor Liability (if applicable)**

Coverage will be provided for bodily injury or property damage including damages for care, loss of services, or loss of support arising out of the selling, serving or furnishing of any alcoholic beverage.

Each Common Cause Limit	\$300,000
Aggregate Limit	

**D. Watercraft Liability (or Protection & Indemnity) (if applicable)**

Coverage will be provided for bodily injury or property damage arising out of the use of any watercraft.

**Each Occurrence Limit: \$300,000**

**E. Aircraft Liability (if applicable)**

Coverage will comply with the requirements of the U.S. Department of Transportation and the State of Alaska.

#### F. Excess Liability or Excess "Umbrella" Liability

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This coverage is not required, but may be used to supplement any of the above Liability coverage policies in order to arrive at the required minimum limit of liability. If maintained, coverage will be provided for bodily injury, property damage, personal or advertising injury liability in excess of scheduled underlying insurance. In addition, coverage must be at least as broad as that provided by underlying insurance policies and the limits of underlying insurance must be sufficient to prevent any gap between such minimum limits and the attachment point of the coverage afforded under the Excess Liability or Excess "Umbrella" Liability policy.

**G. Care, Custody and Control--Legal Liability (Describe Specific Coverage)**

Coverage will be provided for damage to property in the care, custody or control of the concessioner.

Any One Loss \$300,000

**H. Environmental Impairment Liability**

Coverage (if requested by the Director) will be provided for bodily injury, personal injury or property damage arising out of pollutants or contaminants (on site and/or offsite).

Each Occurrence or Each Claim Limit  
Aggregate Limit

**I. Special Provisions for Use of Aggregate Policies.**

At such time as the aggregate limit of any required policy is (or if it appears that it will be) reduced or exhausted, the concessioner may be required to reinstate such limit or purchase additional coverage limits.

**J. Self-Insured Retentions.**

Self-insured retentions on any of the above described Liability insurance policies (other than Excess "Umbrella" Liability, if maintained) may not exceed \$5,000.

**I. Workers Compensation and Employers' Liability.**

Coverage will comply with the statutory requirements of the state(s) in which the concessioner operates.

**II. Insurance Company Minimum Standards.**

All insurance companies providing the above described insurance coverages must meet the minimum standards set forth below:

1. All insurers for all coverages must be rated no lower than A-by the most recent edition of Best's Key Rating Guide (Property-Casualty Edition).

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2. All insurers for all coverages must have a Best's Financial Size Category of at least VIII according to the most recent edition of Best's Key Rating Guide (Property-Casualty edition).
3. All insurers must be admitted (licensed) in the state in which the concessioner is domiciled.

### III. Certificates of Insurance.

All certificates of Insurance required by this Contract must be completed in sufficient detail to allow easy identification of the coverages, limits, and coverage amendments that are described above. In addition, the insurance companies must be accurately listed along with their A.M. Best Identification Number ("AMB#"). The name, address and telephone number of the issuing insurance agent or broker must be clearly shown on the certificate of insurance as well.

Due to the space limitations of most standard certificates of insurance, it is expected that an addendum will be attached to the appropriate certificate(s) in order to provide the space needed to show the required information.

In addition to providing certificates of insurance, the concessioner, upon written request of the Director, must provide the Director with a complete copy of any of the insurance policies (or endorsements thereto) required herein to be maintained by the concessioner.

### IV. Statutory Limits

In the event that a statutorily required limit exceeds a limit required herein, the higher statutorily required limit will be considered the minimum to be maintained.